UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF INDIANA INDIANAPOLIS DIVISION

HUBERT UTT)	
Plaintiff)	
)	
v)	CAUSE:1:08-cv-01308-RLY-TAB
)	
JOSEPH TRENT DISHMAN)	
KATINA DISHMAN)	
JAMES BRANDON DISHMAN)	
HOLLY DISHMAN)	
JOE V. DISHMAN)	
JUDY DISHMAN)	
Defendants)	

ANSWER

PLAINTIFF/COUNTER DEFENDANT, Hubert Utt, by counsel, answers and says:

- 1. PLAINTIFF/COUNTER DEFENDANT admits paragraphs 1 through 8, 15, 17, 18, 19, 20, 23, and 24.
- 2. PLAINTIFF/COUNTER DEFENDANT denies paragraph 9 in that Trent Dishman approached <u>him</u> to ask if he was interested in the subject land.
- 3. PLAINTIFF/COUNTER DEFENDANT denies paragraph 10, in that the subject land was rented through the term of the contract in 2003, and thereafter rented for an additional 3 years with no written contract.
- 4. PLAINTIFF/COUNTER DEFENDANT is without sufficient information to admit or deny paragraphs 11, 14, 26, 27, 34, 35, and 36 at this time.
- 5. PLAINTIFF/COUNTER DEFENDANT denies paragraphs 12, 13, 25, 37, 38, and 39.
- 6. PLAINTIFF/COUNTER DEFENDANT admits paragraph 16, except that it was to be 216 payments with a balloon on the 217th month.

- 7. PLAINTIFF/COUNTER DEFENDANT denies paragraph 21 and 22, in that payments were sent to Trent Dishman at his address in the contact; however, Trent Dishman had moved and not informed PLAINTIFF/COUNTER DEFENDANT of his new address.
- 8. PLAINTIFF/COUNTER DEFENDANT denies paragraph 28 and 30, as the agreement was for the existing level of coverage which was \$180,000.00 at the time.

PLAINTIFF/COUNTER DEFENDANT was unaware the amount had been changed.

- 9. PLAINTIFF/COUNTER DEFENDANT denies paragraph 29, as said documentation was mailed to Defendants in July of 2005.
- 10. PLAINTIFF/COUNTER DEFENDANT denies paragraph 31 as to the time frame. The coverage did lapse from 11/11/05 until 6/27/05; however, there was no damage and no claims made during that period.

Wherefore Plaintiff/Counter Defendant requests Defendants take nothing by way of their counter complaint, for attorney fees and for all other relief just and proper under the circumstances.

Respectfully submitted,

s/Maria Matters

Maria Matters, 21009-49 Attorney at Law 9520 E. Washington St. Indianapolis, N 46229 317-897-5031

CERTIFICATE OF SERVICE

I hereby certify that on January 20, 2009 a copy of the forgoing Request for Extension of Time to Answer was filed electronically. Notice of this filing will be sent to the following parties by operation of the Court's electronic filing system. Parties may access this filing through the Court's system

Ben Caughey

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	s/Maria Matters